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AUG 21 2012 JS

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

Dwight M. Holland,

Plaintiff,

vs.

JAMES W. DRAPER attorney at law

Defendant(s).

) FAIR CREDIT DEBT COLLECTION PROTECTION ACT
) VIOLATION Title 15 USC §1692
)
)
)

12-cv-1409 JCC

JURY TRIAL DEMANDED



12-CV-01409-CMP

1. COMES NOW Dwight Michael Citizen of the state of Washington hereinafter 'plaintiff' on this day brings suit against the JAMES W. DRAPER hereinafter 'defendant' for money damages for violating the plaintiff's rights under Fair Credit Debt Collection Protection Act hereinafter 'FDCPA'

JURISDICTIONAL BASIS

2. Jurisdiction of this Court arises under Title 15 USC §1692 for violations of certain protections guaranteed the plaintiff.
3. Venue is proper, this district due to the acts and transactions between the parties occurred here. Plaintiff resides here, and defendant transacts business here.
4. That this entire action constitutes a single case which should be heard in a single judicial proceeding.

PARTIES

5. Plaintiff Dwight Holland is a Citizen of Washington state, residing at 325 Washington Avenue South, Kent, Washington [98032]
6. Defendant JAMES W. DRAPER conducts business as Attorney at Law at 400-108th Ave N.E., ste 420, Bellevue, Washington 98004.

FACTUAL ALLEGATION

7. On and about April 11, 2012 Mr. JAMES DRAPER hereinafter 'defendant' has sent the plaintiff the following letter (Exhibit A) claiming that he is an attorney and is representing his client ALASKA USA FEDERAL CREDIT UNION. Furthermore in said letter the defendant claimed that I owed an alleged debt to said client.
8. On and about April 18th, 2012 the 'plaintiff' responded back to the defendant's claim challenging and disputing the debt (Exhibit B) among other things. The letter in short disputed the debt and requested the Mr. DRAPER to verify the debt.
9. On and about April 24th, 2012 the defendant responded (exhibit C) to the plaintiff inquiry with just an unverified copy of an agreement attached to a summons and complaint.
10. Under Fair Debt Collection Protection Act, Mr. Draper is viewed as a debt collector, and as a debt collector must follow the laws in pursuant to FDCPA. The defendant knows and or should have known he must cease and desists ALL collection activities in pursuant to FDCPA, until he could produce a verified agreement for the plaintiff's inspection. This has not been the case;
11. The defendant has initiated a law suit against the plaintiff without debt verification.
12. In stated action defendant has violated the plaintiff's right under FDCPA, thus injuring the plaintiff.
13. The plaintiff reserves the right to amend this complaint as more information is ferreted out. WHEREFORE Plaintiff respectfully request for relief as follows.
 - a. For Judgment against James Draper in the amount of \$1000.00 dollars together for violating the right of the plaintiff to expect the verified copy as pursuant to FDCPA.
 - b. For Judgment for any court cost, fees and other expenses

c. Judgment of \$3000 thousand dollars for undue emotion stress and interruption of plaintiff's daily life routine.

d. Such other and further relief as this Court may deem just and proper.

Dated August 21, 2012

Respectfully submitted

A handwritten signature in black ink, appearing to read 'D. Holland', is written over a horizontal line.

Dwight M. Holland

pro-se

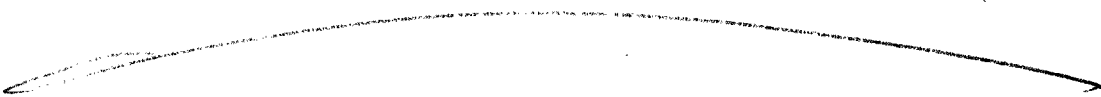
325 Washington Avenue South

Suite #332

Kent, Washington

[98032]

Exhibits





Law Office of
JAMES W. DRAPER
Attorney at Law

April 11, 2012

Dwight M. Holland
325 Washington Ave. S., #332
Kent, WA 98032-5767

Re: Your obligation to Alaska USA Federal Credit Union #*****12 L1

Dear Mr. Holland:

I represent Alaska USA Federal Credit Union. This letter is to advise you that your obligation is delinquent. Alaska USA last received a payment in February 2012. You granted Alaska USA a security interest in a 2006 Dodge Dakota truck to secure payment of the obligation. Because of your default, Alaska USA is entitled to accelerate the entire amount due on the obligation and is hereby demanding immediate payment in full of your obligation within 10 days of the date of this letter. Payment should be made to my office at the address stated below. According to Alaska USA's records, the following amounts are immediately due and payable:

Balance in full: principal, interest & charges as of 4/23/12	\$6,256.05
--	------------

If you cannot or will not pay the balance in full, then Alaska USA is demanding the immediate surrender of possession of the vehicle so that it can be disposed of in accordance with law and the proceeds applied to the obligation. Please surrender it within 10 days of the date of this letter by contacting Alaska USA at (800) 992-2810 x 2076 and making arrangements for the surrender.

In the event that the obligation is not paid in full or the vehicle surrendered within ten days, Alaska USA Federal Credit Union may elect to begin legal proceedings. I must caution you that if legal action is necessary, you may be responsible for substantial additional costs and fees as provided in the obligation. I urge your immediate cooperation.

IF YOU DO NOT DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, WITHIN 30 DAYS OF RECEIPT OF THIS LETTER, WE WILL ASSUME IT IS VALID.

IF YOU DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, IN WRITING WITHIN 30 DAYS OF RECEIPT OF THIS LETTER, WE WILL MAIL VERIFICATION TO YOU.

AT YOUR REQUEST IN WRITING WITHIN 30 DAYS OF RECEIPT OF THIS LETTER, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

THE LAW DOES NOT REQUIRE ME TO WAIT UNTIL THE END OF THE 30 DAY PERIOD BEFORE FILING SUIT ON THIS DEBT. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT

Exhibit A

then you admit that you have no oath of office, no bonds as required by law, and no malpractice insurance.

3. Further, you are formally notified that this matter was resolved via an E.F.T. instrument on or about January 19th, 2012 which was never returned and according to UCC laws constitute of said discharge of debt with said creditor. A follow up letter was sent to AlaskaUSA requiring the return of the instrument for correction

If you do not respond to the requests and statement above, should you persist in spite of this, then, you commit deliberate fraud and attempted theft, which perjures your oath and violates state laws governing attorneys and the Rules of Professional Conduct. Such actions could subject you to criminal charges, civil action and disciplinary action from the Bar Association and the state Supreme Court, with whom I will file charges against you. In addition, I will notify your malpractice insurer of your unlawful actions in violation of including, but not limited to, due process of law, which may adversely impact you and possibly your entire law firm.

In your attempted efforts to defraud me of and or steal my property, you have violated my Constitutionally guaranteed Rights and all aspects of due process of law, in particular those rights secured in the Bill of Rights, including, but not limited to my 1st, 4th, 5th, 6th, 8th, and 9th Amendment Rights and those rights guaranteed and protected in the Washington Constitution. By you unlawful actions, specifically enumerated and described above, you have committed crimes against the People, in this instant case, me.

By your not producing lawful and official presentation of granted limited delegated authority you have no "perceived immunity" of your alleged position as agent and you can be sued for your wrongdoing against me, personally, privately, individually and in your professional capacity, as can all those whom claim to represent, including any of your supervisors and anyone having oversight responsibility for you, if, once they are notified of your wrongdoing, they fail to take lawful actions to correct it.

If they fail to act and correct the matter, then, they condone, aid and abet your criminal actions, and further, collude and conspire to deprive me and other Citizens of their Rights guaranteed in the Constitution, as a custom, practice, policy and usual business operation and the entities for which they work. Be assured that I will claim and protect my Constitutional guaranteed Rights which you and any and all confederates have unlawfully, and without lawful authority, denied.


Such ramifications will affect you in your private and personal capacity and affect those who allegedly authorized you to defraud me of and steal my private personal property. You have been lawfully noticed, and if you proceed further, you do so at your own legal and lawful detriment.

If you disagree with anything in this letter, then rebut that with which you disagree, in writing, with particularity, to me, within 10 days of this letter's date, and support your disagreement with evidence, fact and valid Law. Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your irrevocable

Exhibit B-1

agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who represent you.

All rights Reserved,



Dwight Holland, American Citizen
c/o

325 Washington avenue South
#332
Kent, Washington [98032]

Cc: File

Exhibit B-3



Law Office of
JAMES W. DRAPER
Attorney at Law

**THIS LAW OFFICE IS A DEBT COLLECTOR, THIS IS AN EFFORT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE**

April 24, 2012

Mr. Dwight Holland
325 Washington Ave. S.
Kent, WA 98032

Re: Alaska USA Federal Credit Union v. Dwight M. Holland

Mr. Holland;

I represent Alaska USA Federal Credit Union. I am responding to your letter dated April 18, 2012. Thank you. I am providing verification/validation of the debt owed to Alaska USA Federal Credit Union. Enclosed is a copy of the Retail Installment Sale Contract dated May 30, 2009 that you signed. Also enclosed is a copy of the computer generated payoff for the account as of April 10, 2012. The obligation is accruing interest at \$1.34 per day, so the total payoff should be adjusted accordingly. My client intends to proceed with suit on this matter and you should be served with the Summons and Complaint shortly.

Once you have received the Summons and Complaint you will have a chance to respond if you choose to do so. As at this point I believe it is best to allow the Court to decide this issue, please file any response to the Summons and Complaint with the Court and provide my office with a copy of the same. I would remind you that in my view Alaska USA is entitled to recover all costs and reasonable attorney fees incurred in connection with this suit to the extent permitted by contract and law (please refer to page 2, paragraph 3(c) of the enclosed contract), and suggest that you consider that when drafting any response. If you have any questions as to the contents of this letter or with regards to this matter in general, I urge that you seek the advice of your own attorney so that he or she may discuss your rights and obligations with you.

Respectfully,


James W. Draper
Attorney for Alaska USA Federal Credit Union

Encl:
Cc: client

Exhibit C

VERIFICATION AND ACKNOWLEDGEMENT

Dwight Holland
c/o
325 Washington avenue south
suite 332
Kent, Washington [98032]

Before ME personally appeared Dwight Holland who being first duly sworn and identified and in accordance with Washington state law, deposes and says:

1. My legal entity's name is DWIGHT HOLLAND, defendant herein.
2. I have read the attached foregoing complaint filed herein, and each fact alleged therein is true and correct of my own personal knowledge.

FURTHER THE AFFIANT SAYETH NAUGHT.


Dwight Holland, Affiant

SWORN TO and subscribed by me this 21st day August 2012.

Michael Rose
Notary Public

